

Department of the Army  
Pamphlet 690-30

Civilian Personnel

# **Administering the Labor Agreement**

Headquarters  
Department of the Army  
Washington, DC  
1 October 1980

**UNCLASSIFIED**

# ***SUMMARY of CHANGE***

DA PAM 690-30

Administering the Labor Agreement

- o

- o

**RESERVED**

## **FOREWORD**

The purpose of this pamphlet is to assist supervisors in the administration of negotiated agreements on a day-to-day basis. It provides a basic text for use in local contract administration courses for members of the management team and may be used as a reference following completion of the training course.

This pamphlet is consistent with current Department of the Army policies governing relationships with labor organizations. It applies to Army civilian employees and the employees of the Army Reserves. It does not apply to the Army National Guard.

## Civilian Personnel

### Administering the Labor Agreement

---

By Order of the Secretary of the Army:

E. C. MEYER  
*General, United States Army*  
*Chief of Staff*

Official:

J. C. PENNINGTON  
*Major General, United States Army*  
*The Adjutant General*

reorganized to make it compatible with the Army electronic publishing database. No content has been changed.

**Summary.** Not applicable.

**Applicability.** Not applicable.

**Proponent and exception authority.** The proponent agency of this pamphlet is the Office of the Deputy Chief of Staff for Personnel.

**Interim changes.** Interim changes to this pamphlet are not official unless they are authenticated by The Adjutant General. Users will destroy interim changes on

their expiration dates unless sooner superseded or rescinded.

**Suggested Improvements.** Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to HQDA(DAPE-CPL) WASH DC 20310.

**Distribution.** *Active Army, USAR:* To be distributed in accordance with DA Form 12-4 requirements for Civilian Personnel Pamphlet.

ARNG: None.

**History.** This publication has been

---

#### Contents (Listed by paragraph and page number)

#### Chapter 1

##### INTRODUCTION, page 1

###### Section I

*Background, page 1*

Purpose • 1, page 1

Importance of Proper Administration of the Agreement • 2, page 1

Purposes of Federal Service Labor-Management Relations • 3, page 1

Attitude and Approach Determine Success • 4, page 1

###### Section II

*Glossary, page 2*

#### Chapter 2

##### UNDERSTANDING THE CONTRACT, page 2

###### Section I

*Introduction, page 2*

Keystone to Success • 5, page 2

The Supervisor and the Agreement • 6, page 2

Assure That There Is Management Agreement on Contract Meaning • 7, page 2

Joint Action to Assure Understanding • 8, page 2

###### Section II

*Potential Problem Areas, page 3*

Supervisor-Steward Misunderstandings • 9, page 3

---

\*This pamphlet supersedes CPP 72, 31 December 1968.

## **Contents—Continued**

Manager-Supervisor Misunderstandings • 10, *page 3*

### *Section III*

*Written v. The Unwritten Agreement, page 3*

Cannot Cover Everything • 11, *page 4*

Union is Interested in Everything Affecting Employees • 12, *page 4*

Variance Between Contract and Practice • 13, *page 4*

## **Chapter 3**

### **ROLE OF MANAGEMENT, *page 4***

#### *Section I*

*Overall Responsibilities, page 4*

The Responsibility to Negotiate • 14, *page 4*

#### *Section II*

*Impact of the Union on the Supervisor, page 5*

On the Way the Supervisor Feels • 15, *page 5*

Negative Behavior • 16, *page 5*

Positive Behavior • 17, *page 5*

The Adjustment Period • 18, *page 6*

#### *Section III*

*Supervisors and The “Weingarten Rule”, page 6*

What is the “Weingarten Rule” • 19, *page 6*

Application to Federal Employees • 20, *page 6*

How to Deal With It • 21, *page 6*

The “Weingarten Rule” Expanded • 22, *page 7*

#### *Section IV*

*Pitfalls to be Avoided, page 7*

Some Common Pitfalls • 23, *page 7*

#### *Section V*

*Grievances, page 8*

The Steward and Grievance Handling • 24, *page 8*

Involve the Steward • 25, *page 8*

Some Tips on Grievance Handling • 26, *page 8*

The Effect of Possible Arbitration on the Supervisor’s Early Handling of a Case • 27, *page 8*

Grievance Handling Is Not Solely a Problem Solving Machine • 28, *page 8*

#### *Section VI*

*Role of the Personnel Office Representative, page 9*

To Assist, Not Replace, the Line Manager • 29, *page 9*

## **Chapter 4**

### **ROLE OF THE STEWARD, *page 9***

Union-Management Comparison • 30, *page 9*

Nature of Unions • 31, *page 9*

What Is a Union Steward? • 32, *page 9*

The Union’s Self-image • 33, *page 10*

The Job of the Steward — Representational Duties • 34, *page 10*

The Job of the Steward — Internal Duties • 35, *page 10*

How the Steward May Feel and Act • 36, *page 10*

Steward Behavior • 37, *page 10*

Motivations of the Union Steward • 38, *page 11*

## **Contents—Continued**

Limits of the Steward's Authority • 39, *page 11*

### **Chapter 5**

#### **EVALUATING EXPERIENCE WITH THE CONTRACT, *page 11***

##### *Section I*

*Why Continuing Evaluation is Important, page 11*

Goal • 40, *page 11*

Why Evaluate Experience Under the Contract? • 41, *page 11*

##### *Section II*

*Basic Concepts of Evaluation, page 11*

Who Evaluates? • 42, *page 11*

What To Look For? • 43, *page 12*

Analyze the Contract Article by Article • 44, *page 12*

Record Experience Under the Contract • 45, *page 12*

##### *Section III*

*Conducting the Evaluation, page 12*

Role of Line Supervisor In the Negotiation Process • 46, *page 12*

When Does Evaluation Occur? • 47, *page 12*

### **Chapter 6**

#### **SUMMARY, *page 12***

Action vs. Advice • 48, *page 12*

On the Expectation of DA Management • 49, *page 13*

On Understanding the Contract • 50, *page 13*

On the Roles of the Supervisor and Steward • 51, *page 13*

On the Need to Evaluate Experience • 52, *page 13*

## **Glossary**

**RESERVED**



# **Chapter 1**

## **INTRODUCTION**

### **Section I**

#### **Background**

#### **1. Purpose**

Damon Runyon once observed, "Though the race is not always to the swift, nor the battle to the strong, that's the way to bet." In the administration of the labor contract, this truism has a particular significance because action by the management team must be informed, timely, and positive. This pamphlet provides information needed by supervisors in carrying out their day-to-day responsibilities under agreements arrived at through the negotiation process. It is not intended to provide the "right" answers to all questions which may arise but, rather, guideposts which may be used as points of departure when determining the best answer for such questions.

#### **2. Importance of Proper Administration of the Agreement**

a. The actions of the installation negotiating committee at the bargaining table determine what goes into the contract. In Civilian Personnel Pamphlet No. 70, Labor Negotiations at the Local Level, it is stressed that the negotiating committee should be thought of as permanent, should be kept informed during the life of the contract, and utilized in instructional and evaluative roles in administering and renegotiating the agreement. No matter how well the negotiators did at the bargaining table, how nicely they phrased the provisions of the contract, or how well they were kept informed, administration of the resulting contract by the total management team really determines what benefits accrue from the labor-management relationship.

b. The contract administration process, then, is the beginning so far as the labor-management relationship under the contract is concerned. Contract administration is also the process of getting ready to renegotiate the contract. Providing a sound basis for the long-range relationship is critical to the success of the total program. To develop this base, the management team must do everything it can to assure that the first contract is administered reasonably and accurately but with flexibility. In addition, management must assure that provision is made for systematically recording and evaluating experience under the agreement.

#### **3. Purposes of Federal Service Labor-Management Relations**

The purposes of the Federal service labor/management relations program are: (1) to provide for employees' participation, through their chosen representative, in collective bargaining with respect to personnel policies, practices, and matters affecting working conditions; and (2) to insure that employees who want to exercise this right and take an active part in this process have the chance to do so. It is further expected that the participation of employees in this program will contribute to the efficient accomplishment of the operations of the Government. The program has its statutory base in Title VII of the Civil Service Reform Act of 1978 (codified in 5 U.S.C. 7101 et seq.).

#### **4. Attitude and Approach Determine Success**

a. To achieve these purposes, both sides must decide on a course aimed at obtaining an effective labor-management relationship while avoiding undue conflict. Neither side will find that this is a road without bumps but both will quickly find that their attitude and approach can affect the ride. In this regard, perhaps the best guidance is provided by the listing of basic causes of industrial peace identified some years ago in a study sponsored by the National Planning Association (NPA). The nine causes listed were:

(1) There is full acceptance by management of the collective bargaining process and of unionism as an institution. The company considers a strong union an asset to management.

(2) The union fully accepts private ownership and operation of the industry; it recognizes that the welfare of its members depends upon the successful operation of the business.

(3) The union is strong, responsible, and democratic.

(4) The company stays out of the union's internal affairs; it does not seek to alienate the workers' allegiance to their union.

(5) Mutual trust and confidence exist between the parties. There have been no serious ideological incompatibilities.

(6) Neither party to bargaining has adopted a legalistic approach to the solution of problems in the relationship.

(7) Negotiations are problem-centered; more time is spent on day-to-day problems than on defining abstract principles.

(8) There is widespread union-management consultation and highly developed information sharing.

(9) Grievances are settled promptly, in the local plant whenever possible. There is flexibility and informality within the procedure.

b. The NPA list has one main characteristic. Each of these "causes of industrial peace" refers to attitudes and approaches which the parties themselves have consciously adopted or helped to achieve. Further, each was found important in explaining the degree of industrial peace found in specific companies. This is not to say that if Army

managers adhere to each of these guides industrial peace will be guaranteed within the Army establishment. It does strongly suggest, however, that a disregard of these guides will seriously diminish the chances of success in achieving our goals.

## **Section II**

### **Glossary**

(Please refer to the **Glossary** section at the end of the document.)

## **Chapter 2**

### **UNDERSTANDING THE CONTRACT**

#### **Section I**

##### **Introduction**

##### **5. Keystone to Success**

Many factors contribute, either directly or indirectly, to the effective administration of negotiated labor agreements. The one factor that stands out above all the rest is mutual understanding as to what has been agreed to. This is the first step in good contract administration.

##### **6. The Supervisor and the Agreement**

*a.* Supervisors need not be lawyers to administer a contract; in fact, it is a most rewarding job and doesn't require a legalistic mind. If stuck, ask questions. Study the contract until you are sure of what it contains and what it means. The contract details what management has agreed to do — and not to do — for the life of the contract. If supervisors don't know the terms of the agreement, they have no way of telling when they are departing from the provisions to which management has agreed. Neither will they be able to recognize when employees or the union are violating the contract terms.

*b.* When studying the contract, supervisors should read it over carefully and become thoroughly familiar with its contents. Then they should talk to others about it. A contract is a lot like an iceberg in that there's a lot more below the surface than above; other supervisors may be able to help describe the unseen portion as a result of prior experience. Supervisors will find that they can understand the contract much better if they share experiences with other supervisors. Any further clarification of contract language can be obtained from the personnel office.

##### **7. Assure That There Is Management Agreement on Contract Meaning**

*a.* The union and management may disagree on what the terms of the agreement mean when they are applied to a given factual situation, but there should be no disagreement among the members of the management team. Supervisors should remember that inability to assure mutual understanding with the union does not relieve them from doing whatever is possible to assure that members of the management team are in accord on the agreement provisions.

*b.* The best way to bridge this gap between the negotiator and the administrator is through orientation and training on what the negotiators had in mind at the bargaining table and the specific meaning of each provision in the contract. This training, coupled with experience in applying the contract in day-to-day working situations, will provide supervisors with information they need to be sure that they are administering the contract the way the negotiators had in mind.

*c.* An approach management might consider in an effort to assure not only management understanding but union understanding as well is joint training on the local agreement. Local policy and practice will dictate whether joint training is feasible or desirable. In any case, it is essential that training be done soon after the contract is finalized.

##### **8. Joint Action to Assure Understanding**

*a.* When negotiations are completed, action can be taken to get supervisors and stewards together for orientation on the coverage of the agreement and the underlying reasons for including each of the provisions.

*b.* When the union is agreeable, such jointly sponsored training can produce significant results by avoiding problems caused by stewards receiving all their training from union superiors and supervisors receiving all theirs from people concerned only with the management point of view. Often these independent orientations emphasize different things and result in at least a somewhat different interpretation being put on identical contract language. The question of joint orientation could be covered in the negotiated agreement itself, if desired.

*c.* Another way management can help assure union understanding and, thus, facilitate efforts to properly administer the agreement is to distribute brief explanations of at least the key parts of the agreement. Jointly prepared articles can be included in the installation bulletin and union paper. Similarly, labor and management can work together in the preparation of special bulletins explaining the contract as the situation demands. Each of these things can, of course, be

done independently by either party to the contract but, where mutual understanding is the goal, joint action is preferable.

## **Section II**

### **Potential Problem Areas**

#### **9. Supervisor-Steward Misunderstandings**

*a.* The difficulties involved in maintaining an effective supervisor-employee working relationship are compounded when the employee also happens to be the union steward. The source of misunderstandings often centers around the employee/steward's activities in connection with representational duties covered in the contract or, more likely, those not spelled out in detail in the contract.

*b.* Probably the most common sources of misunderstanding concern rights of the steward when conducting official business, the type of permission needed when going on union business and what is "internal" union business versus "representational" activities.

*c.* Official time for internal union business is prohibited. Typical of internal union business are the collection of dues from members of the unit, meetings among union officials or stewards to plan activities of the local, and the recruitment of new members. Since situations could arise as a result of either deliberate action or an honest misunderstanding of the terms of the contract, supervisors are faced with a substantial challenge in their efforts to make the supervisor-steward relationship a productive one.

*d.* The supervisor has a dual responsibility when one of his or her employees is also a steward. First, the supervisor must give the same supervision to that employee as to any other employee in the performance of assigned duties. Second, and this is often the more important of the two responsibilities, the supervisor is management's monitor of the employee when the employee is carrying out contract administration responsibilities for the union. It is while monitoring the steward's representational time that the supervisor is subject to criticism from both the union and higher levels of management. Both the supervisor and the steward are responsible for administering the same contract, often involving the same employees. Since the employee is, in effect, serving two "masters" when carrying out the steward role, there are numerous opportunities for misunderstanding between the supervisor and the steward. The best guide for the supervisor is to know the scope of authorized steward activity and to work with the steward to develop practical ground rules regarding this activity from the outset of the relationship.

#### **10. Manager-Supervisor Misunderstandings**

*a.* Another area where misunderstandings regarding the terms of the contract sometimes arise is the manager-supervisor relationship. The situation for the first-line supervisor is considerably different from that of the middle or top level manager. The first-line supervisor must get a full day's work for a full day's pay from each worker. Top managers are concerned with policy and planning matters, setting up and maintaining an effective communications system, and generally doing what they can to provide an overall climate that will help assure good relations. The middle manager is just that: an intermediary who is responsible for overseeing the first-line supervisor-employee relationship taking place at the primary action level. The middle manager must make sure that the policies and practices established by top management are, in fact, implemented and followed by line supervisors and the work force. Finally, the middle manager serves as a communicator between line supervisors and top management.

*b.* These differences in point of view affect both the contract administration process and the manager-supervisor relationship and, directly or indirectly, create conditions which can cause misunderstandings. Sometimes top managers fail to get a complete factual picture of the situation on the line. Not knowing what the facts are, they may fail to give the lower level supervisor needed support, correct guidance, or proper interpretation of what the contract was intended to mean in situations of this sort. This, in turn, can lead to either lax administration or improper application of the terms of the agreement by lower level supervisors. (Knowing that they have erred in carrying out the terms of the contract can, in turn, lead to a selective filtering by line management of their upward communications to top management.) As a result, communications between the various levels of management can completely break down.

*c.* Other possible barriers to manager-supervisor understanding include differences in interpretation and application of contract provisions or permitting the union steward to bypass one or more echelons of supervision in the day-to-day dealings under the contract. While the reasons for manager-supervisor misunderstandings are often different, the practical results are the same — an adverse impact on mission accomplishment.

*d.* What, then, can be done to avoid misunderstandings within the management team which can result in poor contract administration? The answer, of course, is that there must be effective communications up and down the management line so that supervisors know how top management expects them to carry out the labor-management relationship. (This same principle also applies to reducing interdepartmental differences, that is, by exchanging information across departmental lines.) Lower level supervisors must be encouraged to seek advice, counsel, and support when they are unsure of their understanding of the agreement as it applies to a particular situation. They should also feel free to suggest changes when they believe that certain provisions are impractical or otherwise contribute to

disputes. Most of all, it is essential that first-line supervisors not be led to believe that they are isolated in the middle between the demands of top management and those of the union and the employees.

### **Section III**

#### **Written v. The Unwritten Agreement**

##### **11. Cannot Cover Everything**

*a.* It would be a mistake to attempt to cover everything in a written contract because this simply cannot be done. Problems will appear that escaped the consideration of the negotiators, and new situations not contemplated at the time of negotiations will arise. Finally, there will be past practices — situations which are traditional in the organization but may be difficult to cover in a written form. Therefore, supervisors will be asked to deal, on a day-to-day basis, with subjects not covered in the agreement; at least, not specifically covered. Supervisors should recognize that this will happen, accept it as an expected part of the labor-management relationship and be prepared to deal on a wide variety of subjects as they arise.

*b.* In carrying out their contractual relationship, supervisors are cautioned not to let the “unwritten contract” become dominant or controlling to the point where there is no longer a written contract. The written contract is meant to be the foundation of the labor-management relationship. To serve this end, it must cover in some detail all of the general ground rules governing the relationship and, in addition, cover rather specifically the subjects of major concern to the parties. If it does not cover these areas, as a minimum, then it will provide an unstable foundation, at best.

##### **12. Union is Interested in Everything Affecting Employees**

Both the employer and the union have a valid interest in things which take place at the worksite, whether or not it is spelled out in the contract. The union has a role to play whenever action is to be taken regarding personnel policies, practices, working conditions or other provisions or procedures affecting employees. Accordingly, even though there may be areas in which management is not obligated to negotiate, it is usually good practice to provide as much information about changes as it is possible to give.

##### **13. Variance Between Contract and Practice**

The need for dual action on the part of management and the union is demonstrated by the number of cases encountered which indicate that what the agreements say and what the parties do are not necessarily the same. Where there is variance, the supervisor should adhere to the contract instead of condoning old past practices or establishing new ones. Experience has shown that there may well be considerable difference between the words in a contract and the actual day-to-day practice. A study of 48 activities in the private sector several years ago (insert footnote 1 here) found that practice agreed with the wording of the agreement 83% of the time with respect to the union security clause, a subject of primary concern to the union. This was, however, the only favorable record. On discharges for inefficiency, contract language and actual practice were together only 12% of the time; and, on the handling of technological change, in only 35% of the cases. Interestingly, the study also showed that the ratio of agreement between contract and practice was highest in labor-management relationships where the attitudes of the principals were similar to each other. From this, it seems reasonable to conclude that anything which can be done to maintain a favorable labor-management climate will pay dividends by helping to increase understanding of the contract.

## **Chapter 3**

### **ROLE OF MANAGEMENT**

#### **Section I**

##### **Overall Responsibilities**

##### **14. The Responsibility to Negotiate**

*a.* When exclusive recognition has been obtained by the union, management assumes an obligation to negotiate with the union on matters of legitimate concern. On matters related to personnel policies, practices, and working conditions, management cannot take independent action without first discharging its obligation of providing the union an opportunity to negotiate. Management must formally inform the union (e.g., by a management-initiated meeting with a written record of proceeding or by written notification) of its proposed action and offer the union the opportunity to bargain on the matter. Management is *not* obligated to request negotiations; that is the union’s responsibility.

*b.* Management has no *obligation* to negotiate on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty (commonly called “staffing patterns”) or on the technology, method and means of performing work — but it may do so. Staffing patterns and work technology are considered “permissive” areas of management’s statutory rights. There are, however, certain retained management rights which cannot be subjected to negotiation. These rights are:

- The determination of the mission, budget, organization, number of employees, and internal security practices;
  - Hiring, assigning, directing, laying off and retaining employees as well as suspending, reducing in grade or pay, or taking other disciplinary action;
  - Assigning work, making determinations with respect to contracting out, and determining the personnel by which operations will be conducted;
  - With respect to filling positions, making selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
  - Taking whatever action may be necessary to carry out the mission during emergencies.
- c. It must be remembered, however, that although management is either not obligated to negotiate or is prohibited from negotiating on making the above *decisions*, there is a positive requirement that we offer the union an opportunity to bargain on the procedures to be used in implementing the decision and appropriate arrangements for employees adversely affected by the decision. “Impact bargaining”, as it is frequently called, is quite common in RIF situations or when work is contracted out.

## **Section II**

### **Impact of the Union on the Supervisor**

#### **15. On the Way the Supervisor Feels**

The introduction of the union into the personnel management picture in an organization can have a profound effect on the way members of the management team feel and act. Under exclusive recognition, supervisors may not make changes in personnel policies and practices or in working conditions until management has fulfilled its bargaining obligation to the union, as was previously noted. Supervisors and managers must deal through recognized employee representatives as well as with the employees themselves. These actions have different implications for different supervisors. They range from supervisors feeling that their rights are threatened by the introduction of the union into the work environment to complete forfeiture of supervisory responsibility. Supervisors may feel that employees voting for the union constitutes a vote of no confidence in the way they have been managing and that the steward is out to strip away their rights to manage. If this attitude spreads through the labor-management relationship, there is little likelihood that the relationship will be mutually beneficial. On the other hand, the relationship can be rewarding if the supervisor feels that the employees are not being disloyal by voting for a union; that the steward’s presence will not, of itself, deprive the supervisor of the right and authority to manage; and that there are ways in which the steward can help management.

#### **16. Negative Behavior**

a. When supervisors feel that their existence is threatened by the union and its representatives, they may react negatively. In their relationship with the steward, they may try to bypass the steward by first informing the employees of major developments before they discuss them with the steward. Supervisors may try other ways designed to demonstrate to the employees that they, not the steward, are in charge, including refusing to deal with the steward or insisting on having all dealings done in writing or by appointment. Supervisors may become so hostile that they lose their ability to objectively evaluate suggestions or complaints conveyed to them by the steward. Finally, lack of confidence in dealing with the steward may also lead to hostility toward higher level management officials. Supervisors may come to feel that while they are still asked to do a job, higher level management fails to understand how the job is complicated by having to work with the steward.

b. Insecurity in the labor-management relationship will also affect the way the supervisor acts toward the employees themselves. With their employees, supervisors may decide to “go strictly by the book” and hold the employees to rigorous adherence to the letter of all rules and regulations, even though past practice was to allow some room for interpretation. Another thing supervisors may do is decide that they no longer “trust” their employees and, as a result, communicate with them only when absolutely necessary and, then, only through formal means.

#### **17. Positive Behavior**

a. In contrast with the foregoing, if supervisors feel that there is something to be gained from the labor-management relationship, they will act much differently. They will administer the rules in a sensible way, try to keep employees informed of matters in which they have a legitimate concern and use the steward as an additional means of communicating with employees. Similarly, they will be able to deal more effectively with the steward because the relationship is not surrounded by concern for status and/or anxiety fears. They should be able to establish a communications network having the capability of generating quick and reliable feedback. Finally, not feeling betrayed by either the workers or top management, supervisors will find their relationships up and down the line to be more fruitful. A word of caution: it is possible to go to extremes. Some cases have been encountered where supervisors, in their zeal to get along with the union, have leaned over too far and ended up with a form of mutual management. The supervisor should administer the contract in an informed, cooperative manner, but should not abdicate his or her supervisory authority. Cooperation does not mean co-management.

b. When serious misunderstandings exist between a supervisor and a steward (personality conflict), an attempt to

resolve the conflict should be made as quickly as possible to avoid permanent damage to their relationship. Managers and top union officials may be helpful in resolving such conflicts.

## **18. The Adjustment Period**

a. The establishment of mutually agreeable ground rules governing the way which labor and management will work together is not usually a difficult job. It is, however, one thing to set down the rules and quite another to adjust one's behavior to conform to these rules. Problems will occur during the adjustment period and this should be expected, recognized, and accepted. To do otherwise would be unrealistic since the early stages of the labor-management relationship present a potentially serious adjustment problem for both parties.

b. The successful adjustment of any individual to any new situation requires the adoption of an approach characterized by flexibility, objectivity, and a willingness to learn. This is a program which must be implemented by individuals who often have had limited experience with this facet of personnel administration. Similarly, the union people they must deal with on a day-to-day basis frequently will not have had much training or experience in labor relations. All of these factors combine to emphasize the importance of the supervisor adopting a philosophy characterized by flexibility and an attitude that experience will help improve the program.

## **Section III**

### **Supervisors and The "Weingarten Rule"**

## **19. What is the "Weingarten Rule"**

a. In 1975, the US Supreme Court issued its decision in *National Labor Relations Board v. J. Weingarten, Inc.*, 420 U.S. 251(1975). This decision upheld a National Labor Relations Board determination that, under the National Labor Relations Act, an employee, upon request, had the right to union representation at an investigatory interview which the employee reasonably believed might result in disciplinary action. In labor relations circles this holding has become widely known as the "Weingarten Rule."

b. In firmly establishing this rule, it was the Court's view that such representation would be useful to both employees and employers. The Court stated that a single employee, confronted by management investigating whether certain conduct deserves discipline, may be too fearful or inarticulate to relate accurately the incident being investigated or too ignorant to raise extenuating factors. The Court felt that a knowledgeable union representative could assist the employer by eliciting favorable facts and save the employer production time by getting to the bottom of the incident. The Court stated that union representation should not await the employer's determination of misconduct, the imposition of discipline, and the filing of a grievance. At that stage, the Court observed, it becomes increasingly difficult for the employee to vindicate himself or herself. The value of representation, then, is correspondingly diminished and the employer may then be more concerned with justifying its actions than reexamining them.

## **20. Application to Federal Employees**

Congress incorporated the Weingarten principle in the Civil Service Reform Act of 1978(codified in 5 U.S.C. 7101 et seq.) and now Federal employees *who are in bargaining units* have similar rights. The rights do not accrue to employees not represented by a union. Specifically, section 7114(a)(2) of title 5, United States Code, provides:

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at —

\*\*\*\*\*

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if —

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

## **21. How to Deal With It**

a. Remember, this right arises only where the employee requests representation. The employee may waive that right simply by not requesting representation by the union. There is no duty to give an employee notice of this right except for an annual reminder to bargaining unit members by the personnel office.

b. The employee's right to request representation as a condition of participation in an examination is limited to situations where the employee reasonably believes the investigation may result in disciplinary action (e.g., when an employee is interviewed by a supervisor concerning alleged abuse of leave). The right does not extend to "run-of-the-mill" shop floor conversations as, for example, the giving of instructions or training or needed corrections of work techniques. In such cases, there cannot normally be any reasonable basis for an employee to fear that any adverse impact may result from the interview, and, thus, there exists no reasonable basis for the employee to seek the assistance of a representative. There must be a reasonable basis for a perceived threat to the employee.

c. Exercise of this right may not interfere with your legitimate supervisory prerogatives. The supervisor has no

obligation to proceed with the examination once an employee has requested union representation and may go forward with an investigation from other sources. The supervisor may, if he or she chooses, advise the employee that the interview will not take place unless the employee is willing to enter the interview unaccompanied by a representative. The employee would then be faced with the choice between having an interview without the attendance of a representative or having no interview and foregoing any benefit that the employee might derive from one. Also, the supervisor has no *obligation* to justify his or her refusal to allow union representation.

d. The supervisor has no duty to bargain with any representative who may be permitted to attend the investigatory interview. In the investigatory setting, the supervisor should insist on hearing only the employee's account of the matter being investigated. The union representative is present to assist the employee and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The supervisor, however, should insist that he or she is only interested, at that time, in hearing the employee's own account of the matter.

## **22. The "Weingarten Rule" Expanded**

A number of other principles have evolved in the *private sector* concerning the "Weingarten Rule." For example, the employee has the right to consult with his or her union representative prior to the interview. However, the representative sought by the employee must be reasonably available. The supervisor need not delay the interview because the union representative is on 2 weeks' leave. The Federal Labor Relations Authority will interpret section 7114(a)(2)(B) of title 5, United States Code, through its decisions in real-life cases. Your Personnel Officer or Labor Law Counselor should be able to keep you up to date in this area.

## **Section IV Pitfalls to be Avoided**

### **23. Some Common Pitfalls**

Experience has identified several pitfalls to be avoided in carrying out the Federal labor-management relations program. Although the pitfalls outlined below are by no means a complete list, some of the more common ones are identified.

— Management must not take a unilateral action without first considering whether it has an obligation to discuss the action with the union. A key point in the program is that management will discuss certain matters not personnel to employees with employee representatives before taking the proposed action. In addition, it also means that management officials must inform employees and their representatives concerning those matters about which they need not negotiate.

— A source of problems is for management to ignore the union on matters of concern to the union's membership. Any union granted recognition by management as the bona fide representative of all or part of the work force has certain inherent rights. If management chooses to ignore the union, it will soon find out that there is no more difficult problem to cope with than that which occurs when the union finds out about some significant management action from the membership or the union president reads about it in the local newspaper. Communications will take place regarding all actions affecting the work force; management's task is to make sure that the communications process works for, not against, management. This recognition of the role of the union is one of the union's most prized rights and, as a result, one that union officials will go to great lengths to defend. The rule here is that once you recognize a union, you cannot ignore it.

— Another pitfall for management is to insist on a literal, word-for-word interpretation of the contract to the extent that what should be a flexible and meaningful document becomes a lifeless piece of paper. An important prerequisite to successful contract administration is that both parties to the agreement be disposed to living within the spirit as well as the letter of the law.

— Failure to "talk to the troops" is a problem that has been encountered with increasing regularity in the recent past in labor-management relations. For some reason, *complexity* in communications between labor and management has been equated with *effectiveness* in communications in certain places. Some managers have become so impressed with such techniques as poster services, commercial how-to-do-it handouts for supervisors and employees, the suggestion box, and the open-door policy that they have given up regular employee meetings, sitting down with employees over a cup of coffee or just stopping to say hello; this is all part of the labor-management activity of the supervisor. Experience has shown that only handouts dealing with a specific situation in a specific place at a specific time are usually effective, that payroll inserts are sometimes deposited in the nearest trash can without being read, and that the open-door policy may not get a response until the employee is coming in to resign. The personal touch is an essential ingredient in a mutually beneficial labor relations program. Don't mistake communication devices with communications.

— Management should not ignore lower or higher levels of supervision in dealing with the union. A common complaint is that higher management fulfills its responsibility to inform the union but fails to inform and communicate with lower level supervisors. As a consequence, stewards inform first-line supervisors of changes.

— Supervisors must avoid side agreements with individual stewards which amend, delete, or add to the basic

agreement. Supervisors should be aware that individual actions in small areas such as their own shops impact on the contract installation wide by creating inconsistencies and past practices.

## **Section V Grievances**

### **24. The Steward and Grievance Handling**

The feelings of the union regarding the importance of the grievance procedure are, understandably, even stronger than those of management. An example of the strength of their convictions on this subject is found in the first chapter of the American Federation of Government Employees Steward's Manual (by permission of AFGE). It states, in part, that:

The Steward functions like a policeman. He/she ENFORCES the agreement, agency and Civil Service Commission regulations, laws, and Executive Orders. He/she is constantly on the lookout.

This is similar to what the policeman does in patrolling his/her territory. In the case of the Steward, the territory or "patrol" is his/her office or shop.

In Federal employment, the grievance procedure serves as the judicial system to redress these violations and alleviate harm which a management decision may have brought to an employee. This is similar to our court where justice is obtained through the due process operation of the law. Arbitration is the last step in the negotiated procedure just as the U.S. Supreme Court is the final appeal in the American judicial system. Both systems, however, are only as good as those who share initial responsibility for enforcing the "law". This is the Steward in industrial relations and the policeman in the judicial system.

### **25. Involve the Steward**

If the steward gets into the picture quickly, he or she can be very helpful in soothing ruffled feelings, particularly if there is a good supervisor-steward relationship. The supervisor can help by dealing honestly, calmly, and impersonally with the steward. The best possible relationship with the steward is one of mutual confidence and respect; this can only flow from a forthright approach to common problems. Such things, for example, as insistence that the steward help screen out grievances, observe the established grievance procedure, and stick to the issues of the particular grievance being handled will do much to help establish and maintain this posture.

### **26. Some Tips on Grievance Handling**

Earlier, the point was made that it is in the interest of both parties for grievances to be resolved at the first step of the grievance procedure. However, while grievances should be handled as quickly as possible and in strict compliance with the time limits of the grievance procedure, supervisors should watch that they do not become careless. Care should be taken to get all the facts, verify that the real problem is what it appears to be, decide on what is to be accomplished, stick to what is right and be fair but firm. The supervisor should show employees sincere interest while discussing their complaints; sit down with them, if need be, and if they find it difficult to express themselves, make it easier for them by being a sympathetic listener. While the complaint may sound trivial, the supervisor should keep in mind that it is very important to the employee. A good approach is characterized by a willingness to let the employee talk out the problem, by patience, and an ability to listen.

### **27. The Effect of Possible Arbitration on the Supervisor's Early Handling of a Case**

Since the contract provides for arbitration as the final step in the grievance procedure, an additional problem is created by the potential intrusion of the "impartial third party." When this does occur, both parties must present a statement of the issue or issues upon which they cannot agree and the events which took place during the early stages of the handling of the complaint. This places an additional burden on the supervisor to keep reasonably accurate records on what he or she does regarding the complaint.

### **28. Grievance Handling Is Not Solely a Problem Solving Machine**

a. The grievance procedure often serves purposes other than that of a problem-solving mechanism in the collective bargaining relationship. It may be used to locate problem situations in the relationship between labor and management and to locate difficulties in both organizations. A grievance presented by an employee cannot be taken at face value. The real problem may be with the supervisor alone, another member of management, or it may be the union steward. It may be that the supervisory staff or the employee has not been getting the proper instructions. Also, grievances may reveal personal health conditions, family situations, or long-standing personality problems which would not have been brought to light if it were not for employee complaints.



b. Equally important is the fact that the grievance procedure is a channel of communication. It provides a device through which information can be channeled both upward and downward through the installation. Since the grievance procedure not only allows management to talk but, more importantly, to listen, the status of grievances can be closely followed and management can keep in touch with developments at the worker level. The supervisor can begin keeping a running record of what is happening and, perhaps, *why* it is happening.

## **Section VI**

### **Role of the Personnel Office Representative**

#### **29. To Assist, Not Replace, the Line Manager**

Labor relations, like all other aspects of personnel management, must be thought of, and performed, as an indivisible part of the supervisor's total job. The role of the personnel office representative is to be an active associate of the line manager in carrying out this aspect of the total management job. He or she provides a staff service needed at all levels of management — a technical knowledge in the personnel management field which complements the skills and abilities of the supervisors. In this connection, supervisors should give consideration to the idea that a successful labor relations program demands a total management effort. If personnel office representatives are included from the very beginning, they can help develop a coordinated and meaningful labor relations program. For example, the personnel office representative will be a source of information regarding the negotiation of the agreement, arbitration awards concerning the agreement's interpretation, and decisions of the Federal Labor Relations Authority.

## **Chapter 4**

### **ROLE OF THE STEWARD**

#### **30. Union-Management Comparison**

The first requirement for effective and fair dealings between representatives of two organizations is that each recognize and understand the basic characteristics and objectives of the other's organization. Since Department of the Army and the unions which represent Army employees differ in many respects, the discussion of the role of the steward must, of necessity, be preceded by an overall look at the nature of unions. This is not meant to demonstrate that the Army is "better" or "sounder" than unions but, rather, that: Meaningful dealings with the steward must be based on an accurate appraisal of the facts and anticipation of the behavior of the steward will be adequate only to the extent that such facts are understood. This, in turn, leads to the question — What are some of the characteristics which serve to distinguish unions from management?

#### **31. Nature of Unions**

a. The first characteristic is the nature of their interests. Management must represent many interests (e.g., the installation, the agency, the executive branch, Congress, and the public at large). The union is also interested in these, but to a lesser degree since the union's most intense interest is in the employees represented. So while management must carry out its side of the relationship and, at the same time, try to satisfy the diverse needs of the various audiences it must serve, the union is able to marshal its forces and direct nearly all its attention to the needs of the employees.

b. An agency tends to be organized from the top down while unions tend to be organized from the bottom up. No matter how the union leadership may act, it must always keep an eye on membership loyalty. If it does not, it is not likely to survive the next election of officers.

c. The labor-management differences also result from dissimilarities between management goals and management structure and the aims and methods adopted by the unions. Management usually wants to provide for a flexible work force that can respond quickly to mission needs. Labor, on the other hand, wants stability, security, and job protection for the worker. Management strives to stimulate competition among the workers and to identify the most efficient workers while the union works for the adoption of common work rules and methods of compensation or reward which tend to eliminate competition.

#### **32. What Is a Union Steward?**

The union's answer to this question is typified by the description in the Steward's Manual of the largest Federal employee union (by permission of AFGE):

The Steward is the key person in the structure of the AFGE. \*\*\* The members see the Steward on the job daily. The example which the Steward sets will, by and large, determine what the members think of the AFGE as a Union. If the members think that the Steward is on the ball and doing his/her job in protecting their rights, then they will feel secure in having AFGE as their Union. Your job as a Steward, then, is a

vitality important one.

A local may have competent officers and an effective Board but with incompetent Stewards, the Local's program will have little usefulness and the members will not be adequately protected. You may have the best negotiated agreement which can be written, but without informed Stewards, the contract will not necessarily be put into practice. Both the Union and management are hampered in functioning properly without able Stewards.

It is the Steward, then, who is the Union to the members in the shop or office and to the supervisor. It is here that labor-management relations stand or fall.

### **33. The Union's Self-image**

To understand the steward's job, it is first necessary to understand how the union visualizes its role in representing employees. Generally speaking, the union view is that employees should have a voice in personnel policies and practices which affect them. Further, unions believe that even when personnel policies are "legislated" into being, there is still room for the manager to administer these laws or regulations equitably or inequitably. The unions also believe that individually the employee's power to influence the supervisor's behavior is inadequate to protect employee rights but, when collectively organized by the union, employees have sufficient power to exert an effective countervailing influence on management officials. Also, if the manager is receptive, the union believes it can help him or her do a more effective job of obtaining production from the work force.

### **34. The Job of the Steward — Representational Duties**

The steward's job has two interrelated parts. First, in the representational role, the steward is responsible for protecting the workers' rights in the shop. This includes processing grievances, being alert for violations of the contract and/or labor laws, and bargaining with management on new or revised personnel policies and procedures.

### **35. The Job of the Steward — Internal Duties**

a. The second major part of the steward's job is to do what he or she can to strengthen the union and build support for its programs among the workers. To carry out this responsibility, the steward tells the workers about union activities, recruits new members, collects dues, builds loyalty to the union goals, and, in general, serves as the union's leader in the organization.

b. The steward's second job, however, is obviously not separated from the first. When a steward successfully prosecutes a grievance, for example, he or she strengthens the union because there is no better recruiting publicity than a recently won grievance. Conversely, the success of a union in settling grievances or getting a better contract is often dependent on the number of members and the degree of support it receives from the work force.

### **36. How the Steward May Feel and Act**

One of the union's most prized rights under exclusive recognition is that management must fulfill its obligation to provide the union an opportunity to negotiate changes in matters affecting employees of the bargaining unit. The management team will undoubtedly find that stewards and other union officials are particularly aware of this right to be brought into the act when new or revised personnel policies or working conditions are under discussion. This will be especially true until such time as they become reasonably sure that management fully accepts them and acknowledges their right to be concerned with the satisfaction of the needs, desires, and expectations of employees and the union.

### **37. Steward Behavior**

a. If management does not accept the steward (e.g., by ignoring or challenging his/her right to be involved in the process), the steward may act in a number of undesirable ways. To illustrate, stewards may actually go out and solicit grievances or they may agree to prosecute unjustified complaints just to dramatize their availability and usefulness to employees, or they may try to get employees to look suspiciously at innocent management acts. Indirect reaction affecting the steward is where a potentially cooperative steward becomes so frustrated by management indifference or hostility that the employees begin to feel that the steward cannot effectively represent them. When this happens, the union will most likely look around for a stronger, more aggressive steward and, as a result, this can trigger further problems.

b. The other side of the coin, of course, is where stewards feel that management accepts them and acknowledges their right to participate in the making and administration of the "law of the shop." Given this situation, and assuming that they are also reasonable people, they will most likely try to avoid such actions as soliciting grievances or prosecuting unjustified complaints. The supervisor will also be able to enlist their aid in communicating to the employees the reasons for management's actions and requests for the understanding and cooperation of employees in achieving management objectives which are compatible with management goals. Finally, if stewards feel free to come

to the supervisor, they will likely keep the manager better informed about the ways in which employees are responding or may respond to management's actions as well as providing helpful suggestions from time to time.

### **38. Motivations of the Union Steward**

a. There are many reasons why an employee becomes a union steward but, of all the reasons, the least significant probably is financial reward; monetary return is insignificant when compared with the time and energy a steward must invest. Instead of money, the primary motivations are to be found elsewhere.

b. One motivational force is recognition. If successful in his or her efforts, the steward receives considerable acclamation from the rank and file who depend on the steward to settle grievances for them and to help with their problems.

c. Another reason for a person becoming a steward is a desire to be a leader. Next to actually working as a supervisor, there is probably no other job at the installation which affords more opportunity to develop and use the qualities comprising the vague thing called "leadership ability." Stewards are not leaders in the sense that they direct workers in their work-a-day activities as a supervisor does, but they are leaders of opinion. Members expect stewards to know more about what's going on locally than they do and they listen to the stewards' opinions on union and departmental problems. The steward's job, in fact, because of the experience it provides, serves as the "minor leagues" for the development of individuals to fill higher level positions in the labor movement. Similarly, many successful stewards have first been recognized by management as potential candidates for supervisory jobs because of abilities they demonstrated while serving as union stewards.

### **39. Limits of the Steward's Authority**

a. The job of the steward is limited by the amount of authority delegated by the union. The terms of the written agreement and by those sanctions imposed by law. The union, first of all, views the steward as the first-line representative of both the national office and the local. The steward is considered the vital link in maintaining constructive relationships between union and management at the worksite; if the need arises for contacting higher levels of management, the steward usually refers the problem to higher levels in the union.

b. The second source of limitation on the authority of the steward is found in the labor contract itself. Once labor and management have agreed on the terms of the contract, then the steward is bound by those terms.

c. The third source of limitation is the requirements of law and decisions of the Federal Labor Relations Authority. Solicitation of membership, dues, or other internal union business must be conducted during nonduty hours of the employees concerned. The steward must represent the interests of all the employees in the bargaining unit, not just those of union members. This tends to decrease the time available to the steward to protect the members' rights and strengthen the union — the steward's two prime responsibilities. Finally, the steward has to function in the dual role of employee and union representative without the steward protection clauses typically found in private sector labor agreements, a factor which no doubt directly limits the activities of many stewards.

## **Chapter 5 EVALUATING EXPERIENCE WITH THE CONTRACT**

### **Section I**

#### **Why Continuing Evaluation is Important**

### **40. Goal**

The reasons for self-evaluation of experience with the contract on a continuing basis are the same as those for making a systematic appraisal of any other aspect of the personnel management program — to determine whether or not the objectives of the program are being attained in the best way and, if not, why not and what changes are needed to make things better. Similarly, it is only when top level managers are informed on a continuing basis of the status of the contractual relationship that they have the information needed to make informed and timely managerial decisions.

### **41. Why Evaluate Experience Under the Contract?**

One of the primary reasons for evaluating contract experience is to assist management in the current administration of the contract. To serve this end, the evaluation of effectiveness must be timely. This creates quite a problem since all aspects of the labor-management relationship are dynamic, not static. Problem or not, however, it must be done on a continuing, up-to-date basis if it is to serve any useful purpose. Another reason is that proper administration depends on the extent to which management's review and analysis system provides indications of developing problems and/or undesirable trends and, thus, reduces the incidence of crises to be faced and "brush fires" to be put out. Finally, such evaluation can provide management with a measure of its success under the contract.

## **Section II**

### **Basic Concepts of Evaluation**

#### **42. Who Evaluates?**

The person who best knows the people, the work place, and the terms of the contract is the supervisor and, therefore, is the one person best-equipped to make the evaluation. However, this evaluation cannot be conducted in a vacuum. When evaluating experience with the contract, the supervisor should contact other supervisors of workers covered by the contract to assure maximum interchange of information.

#### **43. What To Look For?**

The first thing that the supervisor looks for when assessing experience under the contract is what works and what doesn't work. Since the parties who negotiate the contract at the bargaining table and the parties who carry out the terms of that contract in day-to-day operations are nearly always different, there will likely be many instances where actual practice varies from the written word. Considerable variation is likely to be found, for example, between the expectations of the management negotiators and the later performances of the firstline supervisor who must administer the contract. This process also provides the individual supervisor the chance to evaluate his or her own success under the contract. Discussions with higher level supervisors concerning their evaluation of the type of problems referred, together with discussions with other first-line supervisors, to compare their solutions to problems with his-or her own, can provide a meaningful self-evaluation to the supervisor.

#### **44. Analyze the Contract Article by Article**

When making an article-by-article examination of the contract, the supervisor should also identify those articles which employees and stewards appear to either like or dislike in order to get a better fix on potential union demands in the future. Areas not covered in the contract, but which need to be covered the next time, should also be identified and defined by the supervisor during this review. Similarly, fuzzy articles which have contributed to misunderstandings should also be identified for special attention when the agreement is renegotiated. Finally, in individual contracts, there will be other, relatively unique items of coverage (e.g., installation and maintenance of a TV in the recreational area for the crew of a dredge) which will need to be handled on an individual basis.

#### **45. Record Experience Under the Contract**

A valuable tool for the supervisor in evaluating experience is maintenance of an adequate recordkeeping system. To satisfy this requirement, many supervisors keep a log of complaints on articles in the contract alleged to have been violated. With a record such as this for use as a basic source document, it becomes a fairly simple matter for a supervisor to demonstrate which articles in the contract seem to be causing trouble. More importantly, to the extent that the record is complete and up-to-date, the complaint log can provide a sound basis for improving the quality of future contracts. And, after all, this is a very real reason for each supervisor to evaluate his or her experience under the contract.

## **Section III**

### **Conducting the Evaluation**

#### **46. Role of Line Supervisor In the Negotiation Process**

The process of living with the contract culminates with the negotiation of a new agreement governing labor-management relations for the next period. To prepare for negotiations, the management team must tap all sources of information for clues which will help them in formulating their position and anticipating probable union demands. The keystone to success in this effort is the line supervisor. The supervisor's information is the most reliable available for management's use in deciding what it should attempt to get into or, conversely, out of the contract. This way, the line supervisor becomes a partner and active participant with the other levels of management in the negotiation process.

#### **47. When Does Evaluation Occur?**

As discussed earlier, evaluation of experience under the contract has to be a continuous process throughout the term of the contract, not something done a few days before returning to the bargaining table. Similarly, each member of the management team has an obligation to keep other interested members continually informed as to his or her experience with the contract. Just as it is important that the management negotiators inform the line during the course of contract negotiations, it is equally important for line supervisors to dispatch progress reports periodically up the supervisory chain as experience is gained in the administration of the contract.

## **Chapter 6 SUMMARY**

### **48. Action vs. Advice**

The preceding chapters outline guidance for supervisors to follow in carrying out their part of the labor-management relationship under the contract. Advice alone, however, is not enough. Reading and discussing what has gone before will not guarantee a successful labor-management relationship. Rather, it is the line supervisor putting this guidance into practice in every day dealings that will pave the way to success in the labor relations area.

### **49. On the Expectation of DA Management**

The expectations of Army management from the Federal labor-management relations program are that the participation of employees will contribute to the efficient accomplishment of the operations of the Government. The Army's view has been that the labor-management relationship should be such that it enhances the commander's ability to accomplish the mission. To assure that it does, each member of the management team needs to have a belief in the potential of the relationship, demonstrate an affirmative willingness to deal with recognized unions, and otherwise do what can be done to nurture the relationship. If the team members do not and, instead, consider their labor relations responsibilities as unwanted obligations, then there will be little likelihood of the relationship contributing to effective mission accomplishment.

### **50. On Understanding the Contract**

The potential for the labor-management relationship contributing to mission accomplishment is greater where there is a contractual as well as a working relationship between labor and management. When there is a contract, both sides have usually given careful thought to matters of greatest concern to them, discussed these matters at the bargaining table, and arrived at some agreement as to how the matter will be handled during the contractual period. This places a particular obligation on each member of the management team to make sure that both the letter and intent of each provision in the contract are understood. If this knowledge is not acquired, the labor-management relationship will be conducted in an uncertain manner and managers may not know when their opposite numbers from the union are violating the terms of the contract.

### **51. On the Roles of the Supervisor and Steward**

The concept of give-and-take is basic to the labor relations program. Management has an obligation to negotiate with the union on personnel policies, practices and matters affecting working conditions of the employees in the bargaining unit. The union, on the other hand, has responsibility for making known employee views on these matters and, when there is a departure from established policies and procedures representing employees in any resulting grievance. The arrangement is not to be thought of as an adventure, in mutual management but, rather, an acknowledgement that each has a legitimate responsibility for contract administration.

### **52. On the Need to Evaluate Experience**

The first step in any exercise in planning ahead should, logically, be a careful look backward. Since most people will tend to do in the future about what they have done in the past, the backward look is particularly important in the contract administration process. Having the feedback from a continuing evaluation in hand, and knowing that people are reasonably predictable, can give management officials considerable help in their day-to-day contract administration activities. Such information is, of course, even more helpful when looking ahead to the negotiation of a new and even better contract.

## **Glossary**

### **Section I Abbreviations**

There are no entries in this section.

### **Section II Terms**

#### **Arbitration**

A way of settling labor-management differences by calling in an impartial third party, an arbitrator, whose decision is furnished to the local parties.

#### **Bargaining Agent**

A union which is the exclusive representative of all workers, both union and nonunion members, in a bargaining unit.

#### **Bargaining Unit**

A group of employees having common interests who join together to bargain collectively with their employer. The unit may include, but is not limited to, all employees in the installation, or in a department(s) of the installation, or it may include only the workers in one or a few of the crafts within the installation. A bargaining unit is appropriate only if it (1) will ensure a clear and identifiable community of interest among the employees in the unit, (2) will promote effective dealings with the agency, and (3) will promote efficiency of the operations of the agency. All three criteria must be met.

#### **Boilerplate Contract**

A negotiated agreement which generally has only the required coverage.

#### **Business Agent (or National Representative)**

A full-time union employee who performs a variety of tasks in connection with the activities of his or her union, usually in an assigned geographic area. Typical duties include handling formal grievances, helping to negotiate and enforce negotiated agreements, assisting in or directing organizing campaigns, and other “trouble-shooting” duties as an extension of the national headquarters of the union.

#### **Certification Bar**

The certification bar applies only if no negotiated agreement is in effect. It extends for a period of 12 months from the date exclusive recognition is initially granted. During this period, a union’s status as the exclusive representative of all employees in that bargaining unit may not be challenged except in unusual circumstances.

#### **Check-off**

An agreement between the union and management whereby the installation deducts union dues from members’ pay checks and transfers the money to the union on their request.

#### **Collective Bargaining**

The process by which management and the union meet in a good-faith effort to reach agreement with respect to the employees’ conditions of employment. The mutual obligation to bargain does not require that either party agree to the other’s proposals or to make concessions, but a good-faith effort to agree must be present.

#### **Consult/Confer**

Consultation normally pertains to the national consultation process. However, this does not preclude local parties from negotiating a system for “consulting” that meets their local needs.

#### **Contract (or Negotiated Agreement)**

The written document formalizing agreements reached during collective bargaining between management and the exclusive recognized union.

**Contact Bar**

The period extending from the date the local parties sign a contract until its terminal date, as specified in the duration clause of the contract. During the contract bar period, an incumbent union may be challenged for only very limited reasons except during the “open season” which extends from 105 to 60 days prior to the terminal date of the contract.

**Craft Union**

A union of employees in a special trade or craft such as machinists, electricians, or carpenters.

**Fact Finding**

Investigation of a labor-management dispute by an individual, board, or panel. Fact-finding boards issue reports which describe the issues in the dispute and frequently make recommendations for their solution.

**Federal Labor Relations Authority**

An independent agency created by the Civil Service Reform Act of 1978 which establishes Federal-wide labor relations policies and guidance.

**Federal Mediation and Conciliation Service**

An independent agency created by the Taft-Hartley Act of 1947 whose main role is to provide mediators for negotiation disputes in both the private and Federal sectors.

**Federal Service Impasses Panel**

An agency within the Federal Labor Relations Authority which provides assistance in resolving negotiation impasses in the Federal sector.

**Grievance**

A complaint filed by an employee, the union, or management generally over an alleged violation of the negotiated agreement. The agreement will specify what matters may be grieved under the negotiated procedure and what matters are not grievable. A grievance not settled satisfactorily under the grievance procedure is subject to binding arbitration.

**Impasse**

A deadlock in negotiations which has occurred after a bonafide but unsuccessful attempt by labor and management to reach an agreement.

**Independent Union**

A union that is not affiliated with the AFL-CIO.

**Industrial Union**

A union which represents all workers, regardless of occupation, employed in a given department or installation.

**Jurisdiction**

The range or scope of jobs over which a particular union claims control, most commonly on the basis of the type of work performed or the place, locality, or area in which the work is performed.

**Management Rights**

The rights of management which are retained by law or regulation and *cannot* be bargained away and those rights which management has no *obligation* to negotiate on but may if it so elects.

**Mediation**

Usually used interchangeably with “conciliation” to mean an attempt by a third party, usually a representative of the Federal Mediation and Conciliation Service, to bring together the parties in a negotiation impasse. The mediator has no power to force a settlement. Mediation is sometimes distinguished from conciliation; conciliation merely being an attempt to bring the two sides together, mediation suggesting that compromise solutions are offered by the third party.

**National Consultation Rights (NCR)**

The rights which are extended by the head of the agency (DOD) or a primary national subdivision of the agency (Army) to a labor organization meeting certain employee representation criteria. DA is required to seek the views of labor organizations holding NCR on substantial changes in conditions of employment and give due consideration to these views before making a final decision on the changes.

**Negotiation**

The process by which representatives of labor and management bargain to set conditions of employment (e.g., procedures for handling grievances). The terms “consult” and “meet and confer” are synonymous with “negotiate” except where the parties have agreed that these terms mean something else.

**Seniority**

A worker’s length of service in a given unit, department, installation, or total Federal service. The method of computing seniority is a negotiable item, as is its use in the scheduling of leave, bidding for transfers, or the breaking of “ties” in promotion actions where all other factors are equal.

**Steward**

The steward is the union’s primary representative on the line. The union views the steward’s job as having two different but not really separate parts: first, protecting the workers’ right in the shop by settling grievances and watching for violations of the contract and/or labor laws on the part of management; second, strengthening the union and building support for its program by telling the workers about union activities and building loyalty to the union goals. A chief steward oversees and coordinates the activities of the other stewards.

**Unfair Labor Practice**

Any activity that is prohibited by 5 U.S.C. 7116.

**Union**

A lawful labor organization or association of employees which has as a primary purpose the improvement of working conditions among Federal employees and which is free of restrictions or practices denying membership because of race, color, creed, sex, age, or national origin and does not assist or participate in a strike or advocate the overthrow of the Government.

**Union Officer**

An elected official of the union (e.g., the President, Vice President, Secretary, Treasurer) as opposed to the stewards who are usually appointed. The elected officers carry out the union’s dealings with top management officials at the installation primarily on matters not resolved by stewards and line managers.

**Work Rules**

Rules regulating on-the-job conditions of work usually incorporated in the written agreement. Some examples include limiting the production work of supervisors; limiting the assignment of work outside an employee’s classification; and the use of labor-saving methods and equipment. Work rules may also be imposed by the employer. The issue of work rules has assumed increasing importance in recent years in the negotiation of written agreements.

**Section III****Special Abbreviations and Terms**

There are no entries in this section.



**UNCLASSIFIED**

**PIN 047213-000**

# USAPA

ELECTRONIC PUBLISHING SYSTEM

OneCol FORMATTER .WIN32 Version 1.25

PIN: 047213-000

DATE: 11- 1-00

TIME: 11:54:59

PAGES SET: 22

---

DATA FILE: C:\wincomp\newdoc.fil

DOCUMENT: DA PAM 690-30

DOC STATUS: NEW PUBLICATION